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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 11th April, 2025

No. 504257-HIII(2)-2025/4920.—In exercise of the powers conferred by Section 356(8) of the **BHARATIYA NAGARIK SURAKSHA SANHITA, 2023** (ACT 46 of 2023) read with Government of India, Ministry of Home Affair, Notification No. SO 2506(E) dated 28.06.2024, the Administrator, UT Chandigarh is pleased to extend the provisions of trial *in absentia* as enumerated in Section 356(1) of BNSS 2023 to the cases U/S 74 to 79, 180, 316(2) to 316(4), 318(4), 336(3), 337 of BNS, 2023; offences committed under the NDPS Act, 1985 irrespective of the recovered quantity of contraband as to whether the same is small quantity or of intermediate quantity; any of the offences committed under the Arms Act, 1959; offences committed under section 8, 10, 12, 14, 15, 17 & 18 POCSO Act, 2012; any of the offences committed u/s 10 to 13 of Chapter-III, U/s 38-40 of Chapter-VI, UAPA 1967; any of the offences committed under The Information Technology Act, 2000; and offences committed under section 76 to 81, 83 & 84 under the Juvenile Justice (Care & Protection of Children) Act, 2015.

*(By the order & in the name of
Administrator, UT Chandigarh)*

Chandigarh, Dated
The 9th April, 2025.

RAJEEV VERMA, IAS,
Chief Secretary,
UT Chandigarh.

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CHANDIGARH ADMINISTRATION
HOME DEPARTMENT

Notification

The 11th April, 2025

No. 28421-HIII(3)-2025/4893.—In terms of the Government of India, Ministry of Defence, Kendriya Sainik Board, New Delhi letter No. 1(1)/Constitution/POL/Kendriya Sainik Board/98 dated 26.05.1998, the Chief Secretary, Union Territory, Chandigarh is pleased to reconstitute the Zila Sainik Board, Union Territory, Chandigarh consisting of the following :-

(a)	President	Deputy Commissioner, Chandigarh
(b)	Vice President	Brig Daljit Singh Dhillon (Ret'd), House No. 542, Sector 8A, Chandigarh Mob : 9876707449
(c)	Ex-Officio Members	(i) Sub Divisional Magistrate (Central)
		(ii) Director Recruiting, HQs Recruiting Zone, Ambala
		(iii) Rep. of Station HQ, Chandimandir
(d)	Non-Officio Member	(i) Lt Col Raj Kumar Singh (Ret'd), House No. 3097, Ajanta Enclave, Sector 51D, Chandigarh Mob : 6284976686
		(ii) Sh. KK Sharda, (Social Worker), House No. 401, Sector-43A, Chandigarh Mob : 9872316072
(e)	Secretary (Ex-Officio)	Zila Sainik Welfare Officer, UT, Chandigarh

Tenure of Board

The tenure of the Zila Sainik Welfare Board will be for a period of two years with effect from 29.08.2024.

Functions of the Board

The functions of the Board would be :-

- (a) To control and manage the funds allotted by the Managing Committee of Reconstruction and Rehabilitation of Ex-Servicemen Funds Chandigarh for various welfare schemes.
- (b) To coordinate for the work related to the national importance at District and State level.
- (c) To promote measures for the welfare and resettlement of ex-servicemen or serving personnel and their families as well as for deceased persons of Armed Forces in the area of Union Territory, Chandigarh.
- (d) To disseminate information to the general public in respect of the Armed Forces and take measures to promote interest in the Armed Forces among the public.
- (e) To implement the instructions pertaining to ex-servicemen and serving personnel in Chandigarh area and to consider ways and means to augment funds to meet the growing needs of the ex-servicemen.

Chandigarh, dated
The 09th April, 2025.

Chief Secretary,
Union Territory, Chandigarh.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT**Notification**

The 3rd April, 2025

No. 505033-HII(2)-2025/5281.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **97/2018** dated **14.02.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

KULWINDER SINGH S/O SH. LACHHMAN DASS R/O H.NO.469, VILLAGE HALLOMAJRA, CHANDIGARH. (WORKMAN)

AND

M/S ASSOCIATED PRINTERS, PLOT NO. 1216, PRESS SITE, COLONY NO. 4, INDUSTRIAL AREA, PHASE - 1, CHANDIGARH THROUGH ITS PROPRIETOR / OCCUPIER AND MANAGER. (MANAGEMENT)

AWARD

1. Kulwinder Singh, workman has presented industrial dispute under Section 2A(2) of the Industrial Disputes Act, 1947 (*here-in-after in short called 'ID Act'*).

2. Briefly stated the averments of claim statement are that the workman was appointed as Machine-man by the M/s Associated Printers -management w.e.f. year 1991. Workman worked at the workshop continuously up to 10.10.2016. Last drawn monthly wages of the workman was ₹15,000/-. There was no complaint towards his job during tenure of his service. On 10.10.2016 when workman reported for duty, the management (*here-in-after 'management'*) refused to allow him duty and even to enter the premises of the management. Despite several verbal requests, workman was not allowed to join duty. After termination, the workman is totally unemployed. The management is still running its business. The management has strength of approximate 20 employees but the management deliberately shown minimum strength of employees in the original records with the aim to deprive them from their legal rights under the labour laws and other liabilities. The management has kept the record away from the company. The management knowingly did not issue designation letter to the workman and co-workers. The management mark attendance in the exercise note book. The rate of wages, designation, machine-wise allotted job, production, working hours, over-time of employees, working days, leaves (without wages) and calculation wages etc. are still recorded in simple note-book. Before making payment of wages to the employees, the management obtained their signatures on blank vouchers with revenue stamps and blank paper on wage register where no date has been mentioned. The management deduct ESI contribution from the wages of the workman and other employees but no receipt of deduction of ESI contribution has been given to the workman till date, which is violation of Payment of Wages Act and ESI Act. It is further averred that due to pre-determination, the management intentionally not issued appointment letter to the workman to conceal the date of appointment and service conditions and has not issued attendance card, wage slips and identity card to the workman and co-workers. The management never complied with the provisions of labour laws. On 10.10.2016, management refused to allow duty to the workman on the following grounds :-

The management has not issued any memo, charge-sheet and no inquiry has been conducted before illegal termination.

- b. The management did not comply with the pre-conditions under Section 25-F of the ID Act. The management neither offered nor paid notice pay and compensation to the workman.

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- c. The management did not issue advance notice to the workman. The job of workman exists as it is till date. Junior to the workman are still retained in service. The management did not assure re-employment to the workman at the time of termination of his services which is violation of Section 25-H of the ID Act and violation of principle of 'last come first go'.

It is further averred that following payments are due from the management to the workman.

<u>Sr. No.</u>	<u>Particulars</u>	<u>Amount</u>
1.	Notice pay according to Section 25 F of the ID Act	₹ 15,000.00
2.	Leave with wages which was not given (30 days)	₹ 15,000.00
3.	Minimum Bonus @ 8.33% from 01.01.2014 to 10.10.2016	₹ 37,500.00
4.	According to Section 4 of the Gratuity Act (25 years)	₹ 2,16,346.00
5.	Compensation according to Section 25F of the ID Act	₹ 1,87,500.00
6.	Over time 160 hours from the date 01.04.2016 to 10th October, 2016 under Section 59 of the Factory Act, 1948.	₹ 20,375.00
Total Amount:-		₹ 4,91,721.00

Rupees Four Lacs Ninety-one Thousand Seven Hundred Twenty-one Only

It is further averred that the verbal order of termination of services of the workman is illegal, unjustified, malafide, violation of other provisions of the ID Act. Prayer is made that workman may be reinstated with continuity of service along with full back wages and other consequential benefits.

3. On notice, management contested the claim statement by filing written statement on 08.09.2019 wherein preliminary objections are raised on the ground that the workman-claimant (*here-in-after 'workman'*) despite being aware of the true facts and figures, has not approached this Court with clean hands and concealed the material facts, information and record. In fact, workman with a malafide intention and only to mislead this Court concealed the reply dated 27.03.2018 submitted before Assistant Labour Commissioner. The workman has now tried to improve his case after being cornered by the reply before the Assistant Labour Commissioner. Workman very conveniently wants to shift the onus of proof upon the management which is against the basic principle of law that in the Court of Law one has to stand on its own legs. Workman was and is in specific knowledge of the fact that one of the co-owner of the property bearing Plot No.226, Industrial Area, Phase - I, Chandigarh, where the workman had been working, was facing litigation before the Estate Office, Chandigarh and on 19.10.2016, the said premises were sealed. However, the workman in a most clever manner has purposely concealed the said fact and has tried to demonstrate that he worked only up till October, 2016. The address has been purposely written wrong and on 10.10.2016 the said premises bearing Plot No.146, Press Site, Industrial Area, Phase - I, Chandigarh has been written as Plot No.1216, Press Site, Colony No.4, Industrial Area, Phase - I, Chandigarh. The workman very well knows that on 10.10.2016, the premises i.e. Plot No.146, Press Site, Industrial Area, Phase - I, Chandigarh was not in possession of the management and therefore his entire story is based on a lie that he was appointed and worked at Plot No.1216, Press Site, Colony No.4, Industrial Area, Phase-I, Chandigarh. The workman is trying to demonstrate that he has been kept as a slave and in the 25 years of service (as alleged by him), he has been sleeping over to the extent that he has not got any appointment letter, designation letter, attendance card and wage slips etc. etc. and has gone ahead to raise bogus allegation that management has taken signatures on blank vouchers with revenue stamps etc. etc. All the above averments are blatant lies. In fact, have been put in the mouth of the workman someone else. The workman is not a person with any mental or medical unfitness history and is absolutely due and diligent person.

However, after having a golden handshake with the management, now wants to black-mail and extort moneys from the management. The workman is changing his facts and stand from time to time as per his convenience and by concealing material facts and documents. Workman raised the demand notice dated 29.01.2018, however, concealed the reply dated 27.03.2018 of the management and the subsequent demand notice by the workman dated 01.05.2018. A bare perusal of the same would clearly demonstrate that workman is changing his stand every now and then and is trying to improve his case by hook and crook. Initially, in demand notice dated 29.01.2018 the workman submitted that his services were terminated on 10.10.2016 but when he was confronted with the reply dated 27.03.2018 that premises were sealed on 19.10.2016 and despite the above, he was transferred money on 21.11.2016 and even thereafter again money was transferred on 13.12.2016, he changed his stand and created a new story that he kept on working till December, 2016 but now again in the claim statement he has taken the stand that he was terminated on 10.10.2016. It is further submitted that premises of management i.e. Plot No.226, Industrial Area, Phase-I, Chandigarh was sealed by the Estate Office on 19.10.2016 and the entire work came to a standstill. The management suffered huge loss and set back due to the same but for his courage supported his employees. The management allowed the workman to work outside and earn his livelihood and also further supported them right up till 13.12.2016 when a payment of ₹ 10,000/- was transferred through cheque in the account of the workman. The management has virtually supported the workman, for almost three months after the forced closure of his unit occurred. The statement of account from the Bank demonstrating the various payments made to the workman. The management despite facing immense financial crunch, supported his employees to the best of his ability till the time he got a job somewhere else. The management had employed 8-9 employees for whom he got them registered with Employees State Insurance (ESI) also. As a goodwill gesture of the management towards the workman, the premium of ESI was paid right up till December, 2016 i.e. 2-3 months after the premises were sealed. The data of December, 2016 show the information given to ESI that the workman has left service. The management was trying to safeguard and extend all possible help to the workman till the time he got a new job. The workman got a job somewhere else in the month of December, 2016 and the management supported him and cleared all his outstanding due by paying him ₹ 16,000/- on 21.11.2016 and ₹ 10,000/- on 13.12.2016 by cheque in his bank for which the statement of account of the bank is being relied upon. The workman is gainfully employed since then. The workman instead of supporting the management, further entangled the management by filing an application before the Assistant Labour Commissioner despite knowing all the ground reality. The workman categorically knew that the entire record had been sealed and the premises has been sealed by the Estate Office, Chandigarh. But still by concealing the said facts, initiated this litigation. The management duly submitted before the Assistant Labour Commissioner the entire factual matrix stating therein that the premises has been sealed on 19.10.2016 and since the entire record was under sealing, therefore, the documentation for full and final settlement could not be done. The premises were de-sealed on 04.10.2018 and subsequently it transpired that the entire employment record has been destroyed due to rain and termite. The workman now taking benefit of the same has raised this issue. The premises of the management have been de-sealed and workman can start working again on fresh terms and conditions. In fact, one machine has not been brought into proper running and in case the workman is genuinely unemployed and wants to work, the modalities for the same can be worked out.

4. Further on merits, it is admitted to the extent of the name and address of the workman. The workman was an unskilled labourer, who was employed as a Helper and has gained the expertise of running a machine due to the trust and experience extended by the management. The workman be put to strict proof with regard to his appointment as Machine Man. The workman is a man of his whims and fancies and extremely irresponsible at that time. The management in fact verbally suggested many of its acquaintances to employ him so that he could earn his living. In addition to the above, the management also kept him on his rolls right up till December, 2016, when the workman himself informed the management that he has got a job somewhere else. Interestingly the workman after one year raised a demand notice despite being aware that the premises were still sealed as in January, 2018. The workman has been regularly taking holidays. It is denied as wrong that workman was working in Plot No. 1216, Press Site, Colony No.4, Industrial Area, Phase

- I, Chandigarh. In fact these days no workmen sign any bond of minimum amount of time that they would work and therefore they are employed on contractual basis. However in the case of workman, despite the forcible lockout of the premises, he was supported by the management for three months thereafter and it was only when the workman himself informed that he has been gainfully employed somewhere else and after the golden handshake, the management duly informed the ESI authorities that he has left services in December, 2016. The management duly maintains the record of ESI, but the entire original record has been destroyed due to lock out however the record available from the website of ESIC is attached. There is no violation of any Act. It is again stated that workman does not possess any educational qualification of skilled labour and hence, his grounds are baseless. There is no legal requirement to provide an appointment letter to the temporary employee. The workman was unskilled labourer. In fact in the entire claim statement, the workman is trying to demonstrate that all the act and conduct of the management is illegal but interestingly does not disclose as to why was he a party to the alleged vague and ambiguous illegalities being done by the management. The workman is repeatedly levelling allegations of pre-determination and intentional act and conduct but very conveniently avoids to substantiate the said vague averments. Workman got his wages whenever directly into his bank account. The workman used to go on long leaves every year for a continuous period ranging from minimum 30 days to 60 days on the pretext of going to his village or native place. The workman used to take advance (in cash) for his holidays which in turn was later on adjusted in his salary. The workman was repeatedly caught red handed while purposefully mishandling the machines and slowing down the production knowing well that the work had to be completed before a particular time. Having forced the management to get the job completed, sometimes the workman did work overtime but was duly paid emoluments for the same. There is no unfair trade practice and the workman has failed to demonstrate that what stopped him in the last so many years to raise these bogus issues. The correct picture is that the workman had done a golden handshake and joined somewhere else. Thereafter in a well-planned conspiracy befriended the existing employees and when he came to know that the entire record has been destroyed due to the sealing, and the management does not have any backup data, the workman by abusing the process of law has initiated these proceedings. The workman was never punctual. He was neither a permanent or regular employee and there was repeated regular break in his employment after every 11 months for a period ranging from 30 days to 60 days. Hence the claim of the workman does not fall under Section of 25-B of ID Act. The workman was gainfully employed when he willfully and with his own desire left the management in December, 2016. The provision of Section 25-F of the ID Act is not attracted for the reason that (i) the business premises was shut down by the competent authority; and (ii) even after the same the management did support the workman for 3 months thereafter despite the fact that he had no source of income. It was the workman who willfully and for better prospect left the job / service with the management and now is trying to turn the table. The workman is trying to blow hot and cold in the same breath. On one hand, the workman raised all sorts of allegations of pre-determined mind and illegal act and conduct but on the other hand claims the amounts in a specific manner as if he has all the record. The workman be put to strict proof as to how he calculated and on basis of which documents he has determined the amounts. The workman be called upon to explain that if he was "verbally terminated" on 10.10.2016, then he was receiving monies from the management on what account. The entire claim statement is bogus and smells malafide and the same should be dismissed with exemplary cost so that the sanctity of law is upheld and no person is permitted to abuse the process of law. Rest of the averments of claim statement are denied as false, vexatious, wrong and incorrect and prayer is made that claim statement may be rejected with exemplary costs.

5. Rejoinder not filed. From the pleadings of parties following issues were framed vide order dated 31.01.2022 and additional issue No.2 was framed vide order dated 17.11.2023 :-

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Whether the workman has not approached the Court with clean hands and concealed the material facts ? OPM
3. Relief.

6. Workman was directed to lead evidence first. In its evidence workman Kulwinder Singh examined himself as AW1 and tendered his affidavit Exhibit 'AW1/A' along with copy of his ESI Card I.P. No.1707402921 vide **Exhibit 'W1'**. It is pertinent to mention here that at the time of recording evidence, original of Exhibit 'W1' was produced which was seen and returned.

7. For corroboration workman examined AW2 Gurmeet Singh, Assistant O/o ESIC, Sector 29, Chandigarh who brought the summoned record in part and tendered attested copies of documents Exhibit 'AW2/1' to Exhibit 'AW2/4'.

Exhibit 'AW2/1' is Form 01 relating to M/s Associated Printers, Plot No.226, New Industrial Area, Chandigarh.

Exhibit 'AW2/2' is ESIC Form C-11 regarding registration of Factory under ESI Act w.e.f. 07.02.1975.

Exhibit 'AW2/3' is Return of contributions under Employees' State Insurance Corporation incorporating details of contribution for the period from October, 2009 to March, 2017.

Exhibit 'AW2/4' is Insurance Policy No.1707402921 (date of appointment 18.01.1995) relating to insured person Kulwinder Singh issued by Employees' State Insurance Corporation.

8. On 30.08.2024, Learned Representative for the workman closed evidence in affirmative.

9. On the other hand, management examined MW1 Amit Jain - Partner M/s Associated Printers, Plot No.226, Phase-1, Industrial Area, Chandigarh who tendered his affidavit Exhibit 'MW1/A' along with copies of documents Exhibit 'M1' to Exhibit 'M9'.

Exhibit 'M1' is order dated 17.10.2016 (bearing date of institution 17.02.2016) passed by SDM (East), exercising powers of Estate Officers, U.T. Chandigarh relating to show-cause notice under Rule 14 and 10 of the Chandigarh Estate Rules, 2007 read with Section 8-A of Capital of Punjab (Development & Regulation) Act, 1952 in respect of Plot No.226, Industrial Area, Phase-1, Chandigarh.

Exhibit 'M2' is letter dated 01.05.2018 addressed from Kulwinder Singh to Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh relating to the subject of demand notice.

Exhibit 'M3' is letter dated 27.03.2018 addressed from Associated Printers to Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh.

Exhibit 'M4' to Exhibit 'M5' are statements of bank account from 20.11.2016 to 22.11.2016, 12.12.2016 to 14.12.2016 of Account No.00000065025817067 maintained by Associated Printers with State Bank of India respectively.

Exhibit 'M6' is contribution history of 17000079460000803 for December, 2017 of Employees State Insurance Corporation relating to Insured Persons namely Karam Singh, Kulwinder Singh and Arun Pal Singh Bisht.

Exhibit 'M7' is order dated 13.10.2017 passed by the Division Bench of Hon'ble High Court in CWP No.23761 of 2017 titled as Smt. Veena Goyal & Others Versus Chandigarh Administration & Others.

Exhibit 'M8' is order dated 02.11.2018 passed by the Hon'ble High Court in COCP-3710-2017(O&M) titled as Smt. Veena Goyal & Others Versus Ajit Balaji Joshi, Deputy Commissioner-cum-Estate Officer, Union Territory, Estate Office, Chandigarh & Others.

10. Management examined MW2 Sukhwinder Singh - Data Entry Operator, Estate Office, Sector 17, Chandigarh who brought the summoned record in original and tendered copies of documents Exhibit 'MW2/1' to Exhibit MW2/7'.

Exhibit 'MW2/1' is copy of notice No.17682 dated 24.06.2009 under Section 15 of the Capital of Punjab (Development & Regulation) Act, 1952 issued from Assistant Estate Officer, U.T. Chandigarh to Sh. Kanwar Kumar & Others.

Exhibit 'MW2/2' is copy of order dated 18.02.2010 passed by Assistant Estate Officer.

Exhibit 'MW2/3' is copy of order dated 17.10.2016 passed by Sub-Divisional Magistrate (East) relating to show-cause notice under Rule 14 and Rule 10 of the Chandigarh Estate Rules, 2007 r/w Section 8-A of Capital of Punjab (Development & Regulation) Act, 1952 in respect of Plot No.226, Industrial Area, Phase-1, Chandigarh.

Exhibit 'MW2/4' is copy of letter bearing Memo No.270588/SDO(B)/IND-253 dated 03.08.2018 issued from The Chief Administrator, U. T. Chandigarh to Sh. Kanwar Kumar & Others in reference to their application to erect/re-erect/add to/alter building on Plot No.226, Industrial Area, Phase-1, Chandigarh.

Exhibit 'MW2/5' is copy of order dated 21.09.2018 passed by Sub-Divisional Magistrate (Central) whereby the site in question was ordered to be de-sealed subject to terms and conditions.

Exhibit 'MW2/6' is copy of letter bearing Memo No.279219-23 dated 01.10.2018 issued from SDO (Buildings) to M/s M. K. Wire Products (co-owner) & Others relating to the subject of de-sealing of Plot No.226, Industrial Area, Phase - I, U.T., Chandigarh in compliance of order dated 21.09.2018 passed by Sub-Divisional Magistrate (Central).

Exhibit 'MW2/7' is copy of report submitted by J.E. & SDO (B) to Sub-Divisional Magistrate (East), U.T., Chandigarh relating to Plot No.226, Industrial Area, Phase - I, Chandigarh (IND-253).

11. Management examined MW3 Raj Kumar - Senior Associate, State Bank of India, Main Branch, Sector 17, Chandigarh who brought the summoned record and tendered into evidence certified copy of statement of account No.00000065025817067 (last digit of the account is not shown as the statement has been requisitioned from Bellapur Branch, Mumbai and the statement generated in the system hides the last digit) for the period w.e.f. 02.11.2016 to 31.03.2017 vide **Exhibit 'MW3/1'**.

12. On 29.01.2025, Learned Representative for the management closed oral evidence. On 07.02.2025, Learned Representative for the management closed documentary evidence.

13. I have heard the arguments of Learned Representatives for the parties and perused the judicial file. My issue-wise findings are as below :-

Issues No. 1 & 2 :

14. Both these issues are taken up together being inter-connected and in order to avoid repetition of discussion.

15. Onus to prove issue No.1 is on the workman and onus to prove issue No.2 is on the management.

16. In support of issue No.1, workman Kulwinder Singh examined himself as AW1 and vide his affidavit Exhibit AW-1/A deposed the averments of claim statement in toto which are not reproduced here for the sake of brevity. AW1 supported his oral version with document Exhibit 'W1'.

17. To prove that workman was covered under the ESI Scheme, workman examined AW2 Gurmeet Singh, Assistant O/o ESIC, Chandigarh who brought into evidence certified copies of documents i.e. Form 01 relating to M/s Associated Printers, Plot No.226, New Industrial Area, Chandigarh vide Exhibit 'AW2/1', ESIC Form C-11 regarding registration of Factory under ESI Act w.e.f. 07.02.1975 vide Exhibit

'AW2/2', Return of contributions under Employees' State Insurance Corporation incorporating details of contribution for the period from October, 2009 to March, 2017 vide Exhibit 'AW2/3' and Insurance Policy No.1707402921 (date of appointment 18.01.1995) relating to insured person Kulwinder Singh issued by Employees' State Insurance Corporation vide Exhibit 'AW2/4' and deposed the summoned record prior to September 2009 is not available in our office as the same has been weed out being old record.

18. On the other hand, to controvert the claim of the workman and in support of issue No.2, management examined MW1 Amit Jain - Partner M/s Associated Printers who vide his affidavit Exhibit 'MW1/A' deposed the material contents of the written statement which are not reproduced here to avoid repetition. MW1 supported his oral version with documents Exhibit 'M1' to Exhibit 'M8'. At the time of tendering documents Learned Representative for the workman objected to documents Exhibit 'M1' to Exhibit 'M6' on the ground of mode of proof and admissibility. The objection was kept open to be decided at the time of arguments. To my opinion, as far as document i.e. order dated 17.10.2016 / Exhibit 'M1' is concerned, the management got proved the same from summoned witness MW2 who brought the summoned record in original and placed on record copy of order dated 17.10.2016 vide Exhibit 'MW2/3'. As far as Exhibit 'M2' i.e. the demand notice dated 01.05.2018 raised by the workman before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh is concerned, the management relied upon the same as Annexure R-3 at the time of filing written statement. As far as Exhibit 'M3' i.e. reply dated 27.03.2018 filed by Associated Printers before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh is concerned, the management relied upon the same as Annexure R-2 at the time of filing written statement. Workman despite availing opportunity did not file replication to the written statement to deny the correctness of Annexure R-2 and Annexure R-3. Thus, there is no reason to doubt the authenticity of documents Exhibit 'M2' and Exhibit M-3. As far as document Exhibit 'M4' & Exhibit 'M5' i.e. account statement from 20.11.2016 to 22.11.2016, 12.12.2016 to 14.12.2016 respectively of Associated Printers of their bank account No.00000065025817067 maintained with State Bank of India, are concerned, the management got the same proved as Exhibit MW3/1' by examining MW3 Raj Kumar - Senior Associate, State Bank of India, Main Branch, Sector 17, Chandigarh. As far as Exhibit 'M6' is concerned, the same is contribution history of ESI Account No.17000079460000803 for December 2016, of Insured Person Karam Singh (I.P. No.1706093248), Kulwinder Singh (I.P. 1707402921) and Arun Pal Singh Bisht (I.P. No.1708274231), workman himself got proved his ESI record vide Exhibit 'AW2/1' to Exhibit 'AW2/4'. Besides, workman has proved his ESI card vide Exhibit 'W1' incorporating his I.P. No.1707402921. In view of the reasons recorded above, the objection raised by the workman to the admissibility of documents Exhibit 'M1' to Exhibit 'M6' is over-ruled. Consequently, genuineness of documents Exhibit 'M1' to Exhibit 'M6' cannot be doubted.

19. Learned Representative for the management in order to prove the proceedings of sealing and de-sealing of the premises where the management was running its business of Associated Printers, referred testimony of MW2 Sukhwinder Singh - Data Entry Operator, Estate Office, Chandigarh who proved documents i.e. copy of notice No.17682 dated 24.06.2009 under Section 15 of the Capital of Punjab (Development & Regulation) Act, 1952 issued from Assistant Estate Officer, U. T. Chandigarh to Sh. Kanwar Kumar & Others vide Exhibit 'MW2/1', copy of order dated 18.02.2010 passed by Assistant Estate Officer vide Exhibit 'MW2/2', copy of order dated 17.10.2016 passed by Sub-Divisional Magistrate (East) relating to show-cause notice under Rule 14 and Rule 10 of the Chandigarh Estate Rules, 2007 r/w Section 8-A of Capital of Punjab (Development & Regulation) Act, 1952 in respect of Plot No.226, Industrial Area, Phase - I, Chandigarh vide Exhibit 'MW2/3', copy of letter bearing Memo No.270588/SDO(B)/IND-253 dated 03.08.2018 issued from The Chief Administrator, U.T. Chandigarh to Sh. Kanwar Kumar & Others in reference to their application to erect/re-erect/add to/alter building on Plot No.226, Industrial Area, Phase-1, Chandigarh vide Exhibit 'MW2/4', copy of order dated 21.09.2018 passed by Sub-Divisional Magistrate (Central) whereby the site in question was ordered to be de-sealed subject to terms and conditions vide Exhibit 'MW2/5', copy of letter bearing Memo No.279219-23 dated 01.10.2018 issued from SDO (Buildings) to M/s M.K. Wire Products (co-owner) & Others relating to the subject of de-sealing of Plot No.226, Industrial Area, Phase-1, U.T., Chandigarh in

compliance of order dated 21.09.2018 passed by Sub-Divisional Magistrate (Central) vide Exhibit 'MW2/6', copy of report submitted by J.E. & SDO (B) to Sub-Divisional Magistrate (East), U. T., Chandigarh relating to Plot No.226, Industrial Area, Phase-1, Chandigarh (IND-253) vide Exhibit 'MW2/7'.

20. Learned Representative for the management in support of its plea that the management paid to the workman amount of ` 16,000/- through cheque number 852515 cleared on 22.11.2016, ` 10,000/- through cheque No.852545 cleared on 13.12.2016, referred testimony of MW3 Raj Kumar, Senior Associate, SBI, Chandigarh who proved certified copy of statement of account No.00000065025817067 (last digit of the account is not shown as the statement has been requisitioned from Bellapur Branch, Mumbai and the statement generated in the system hides the last digit) for the period w.e.f. 02.11.2016 to 31.03.2017 vide Exhibit 'MW3/1' which reflects the above payments. However, it is neither pleaded nor proved that the above payments were towards retrenchment compensation.

21. From the oral as well as documentary evidence led by the parties, it comes out that workman was appointed as Machine-man by the management in the year 1991 and workman remained in continuous employment of management up to October 2016. Learned Representative for the workman argued that since the workman has completed continuous service from year 1991 up to October 2016, thus, workman is proved to have completed continuous service of 240 days in 12 calendar months preceding termination and fulfills the requirement of Section 25-B of the ID Act. It is further argued by Learned Representative for the workman that since workman's falls within the definition of 'continuous service', thus, the provision of Section 25-F of the ID Act is attracted which lays down certain conditions, the employer must satisfy before retrenchment of the services of the workman i.e.

- (i) the workman is given one month's notice- (a) in writing (b) indicating the reasons for retrenchment;
- (ii) the retrenchment must take effect after the expiry of period of notice i.e., one month or else, the workman should be paid in lieu of such notice, wages for the period of notice;
- (iii) at the time of retrenchment, the workman has been paid compensation, equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (iv) the notice in the prescribed manner is served on the appropriate government or such authority as may be satisfied.

It is further argued by Learned Representative for the workman that in this case, in October 2016, when the workman went to perform his normal duty, he was refused work by the management without assigning any reason and without notice. Neither prior notice was issued nor notice pay in lieu of notice period was paid nor retrenchment compensation was paid at the time of retrenchment of services. Besides, neither any memo nor any show-cause notice was issued / served upon the workman on account of any kind of misconduct nor any kind of domestic inquiry was held against the workman before terminating his services, thus, verbal order of termination of services of the workman is illegal. It is further argued by Learned Representative for the workman that alleged payment as shown in Exhibit 'MW3/1' is deficient in comparison to the retrenchment compensation under Section 25-F of the ID Act and gratuity under Section 4 of the Gratuity Act. In this regard, MW1 when put to cross-examination denied the suggestion as wrong that the alleged payment made to the workman is deficient in comparison to the retrenchment compensation under Section 25-F of the ID Act and gratuity under Section 4 of the Gratuity Act.

22. On the other hand, Learned Representative for the management argued that the present case is not a case of termination of services of the workman, thus, provision of Section 25-F of the ID Act is not attracted. In fact, the premises where the management was running its business i.e. Plot No.226, Industrial Area, Phase - I, Chandigarh was sealed by the Estate Office on 19.10.2016 in compliance with sealing order dated 17.10.2016 / Exhibit 'M1' and the entire work of Associated Printers came to a standstill. The management suffered huge loss and set back but despite that the management supported its employees including the workman.

The management allowed the workman to work outside and earn his livelihood and supported his further right up to 13.12.2016 when payment of ₹10,000/- was made to him in his bank account through cheque.

23. It is further argued by Learned Representative for the management that premises of the management company was sealed on dated 19.10.2016 as a result of which the entire business of the management was closed, resulting into automatic termination of services of its employees including workman. To such circumstances, proviso to Section 25-FFF of the ID Act is attracted. For better appreciation, Learned Representative for the management referred Section 25-FFF of ID Act which is reproduced as below :-

"25FFF. Compensation to workmen in case of closing down of undertakings.- (1)

Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of section 25F, as if the workman had been retrenched:-

Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the employer, the compensation to be paid to the workman under clause (b) of section 25F, shall not exceed his average pay for three months.

[Explanation.-An undertaking which is closed down by reason merely of-

- (i) financial difficulties (including financial losses); or*
- (ii) accumulation of undisputed stocks; or*
- (iii) the expiry of the period of the lease or licence granted to it; or*
- (iv) in case where the undertaking is engaged in mining operations, exhaustion of the minerals in the area in which such operation are carried on,*

shall not be deemed to be closed down on account of unavoidable circumstances beyond the control of the employer within the meaning of the proviso to this sub-section.].

[1(A) Notwithstanding anything contained in sub-section (1), where an undertaking engaged in mining operations is closed down by reason merely of exhaustion of the minerals in the area in which such operations are carried on, no workman referred to in that sub-section shall be entitled to any notice or compensation in accordance with the provisions of section 25F, if-

- (a) the employer provides the workman with alternative employment with effect from the date of closure at the same remuneration as he was entitled to receive, and on the same terms and conditions of service as were applicable to him, immediately before the closure;*
- (b) the service of the workman has not interrupted by such alternative employment; and*
- (c) the employer is, under the terms of such alternative employment or otherwise, legally liable to pay the workman, in the event of his retrenchment, compensation on the basis that his service has been continuous and has not been interrupted by such alternative employment.]*

[(1B) For the purposes of sub-sections (1) and (1A), the expressions "minerals" and "mining operations" shall have the meanings respectively assigned to them in clauses (a) and (b) section 3 of Mines and Minerals (Regulation and Development) Act, 1957 (67 of 1957).]

(2) Where any undertaking set-up for the construction of buildings, bridges, roads, canals, dams or other construction work is closed down on account of the completion of the work within two years from the date on which the undertaking had been set-up, no workman employed therein shall be entitled to any compensation under clause (b) of section 25F, but if the construction work is not so completed within two years, he shall be entitled to notice and compensation under that section for every [completed year of continuous service] or any part thereof in excess of six months.]"

24. It is further argued by Learned Representative for the management that due to applicability of proviso to Section 25-FFF of the ID Act, the relationship of employer-employee between the management and workman ceased to exist. To support his arguments, Learned Representative for the management referred judgment of Hon'ble Supreme Court of India reported in (2007) 7 SCC 366 titled as ***District Red Cross Society Versus Babita Arora and Others.***

25. To my opinion, as far as service period of the workman is concerned, MW1 Amit Jain - Partner Associated Printers when put to cross-examination stated that he cannot comment whether workman remained in continuous employment of the management from year 1991 up to October 2016. The above service period of the workman being not specifically denied by MW1, is deemed to be admitted. Even otherwise in this case on 06.12.2023 workman moved an application to issue direction to the Retrial Director, ESI Chandigarh to produce the record of workman for the period 01.01.1997 to 10.10.2016. Management filed reply dated 03.04.2024 to the above-said application supported with sworn in affidavit of Amit Jain - Partner M/s Associated Printers. In the said affidavit it is submitted that the applicant has filed an application for direction to Regional Director, ESIC Office, Chandigarh, to produce records from 01.01.1997 to 10.10.2016 of workman / Kulwinder Singh ESIC No.1707402921 to prove his service period with the respondent. It is further submitted that respondent has not denied the service period of the workman. In view of the above, it is admitted fact of the management that workman remained in continuous employment of the management w.e.f. 01.01.1997 to 10.10.2016. MW1 in his cross-examination admitted as correct that last paid monthly salary of the workman was ` 15,000/-.

26. The argument raised by Learned Representative for the workman that in October 2016, when workman went to join his normal duty, he was verbally refused work by the management without assigning any reason or notice, is devoid of merits because in this case the management has proved into evidence the demand notice dated 01.05.2018 / Exhibit 'M2' raised by the workman against the management before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh, wherein workman alleged that he was in service of Associated Printers w.e.f. 1991. In October 2016, after the closure of factory, the Associated Printers is carrying on work, in its own plot which is still going on as Associated Printers. Associated Printers terminated his services in December, 2016 all of a sudden. He was made certain payments through cheque and NEFT. Besides, he was in employment from the last about 25 years. The above fact alleged in demand notice Exhibit 'M2' would support the plea of the management that before filing the claim statement, it was well within the knowledge of the workman that his services were terminated due to closure of factory but the workman in the demand notice dated 29.01.2018 and in the present claim statement nowhere mentioned that his services were terminated on account of closure of factory. Mere fact that workman has not placed on record reply dated 27.03.2018 submitted by the management in proceedings before Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh and demand notice dated 01.05.2018 is not sufficient to presume that workman has concealed the material documents as an attempt to abuse the process of Court. Besides, in demand notice dated 01.05.2018 / Exhibit 'M2' the workman has alleged that his services were terminated all of a sudden in December, 2016, whereas in the demand notice dated 29.01.2018

forming basis of the present claim and in the statement of claim, workman has alleged that his services were terminated in October 2016. Both the above pleas taken by the workman being self-contradictory are destructive to each other.

27. Furthermore, the management's plea that its business was completely closed due to sealing of its premises stands proved from documents Exhibit 'MW2/1' and Exhibit 'MW2/2'. Exhibit 'MW2/1' is the notice under Section 15 of the Capital of Punjab (Development & Regulation) Act, 1952 bearing No.17682-AEO-cum-C.A/SDO(B)-Zone-I/IND-253 dated 24.06.2009 issued by Assistant Estate Officer to Sh. Kanwar Kumar, Jeevan Lata, Smt. Prem Lata and Sh. Mohan Singh (Occupiers) on the ground that in contravention to Section 15 of Capital of Punjab (Development & Regulation) Act, 1952 and read with Rule 5 of the Punjab Capital (Development & Regulation) Building Rules, 1952, they have raised the following unauthorized construction on plot No.226, phase-1, Industrial Area, Chandigarh.

1. Un-authorised opening made in show window towards Plot No.225, Industrial Area, Phase - I, Chandigarh.
2. The aluminum partitions exist at site in rear workshop at low height.
3. Open to sky covered with tin sheets in some portion.

After issuing the above notice, Assistant Estate Officer, U.T. Chandigarh passed order dated 18.02.2010 / Exhibit 'MW2/2'. The relevant portion of Exhibit 'MW2/2' is reproduced as below :-

"SDO(B) is directed to seal the part of building where violations exist and pointed out in the show Cause notice issued vide Memo No.17682/A.E.O-cum-C.A/SDO(B)Zone-I/IND-253 dated 24.6.2009 and submit compliance report immediately."

28. Further from order dated 17.10.20216 / Exhibit 'MW2/3' passed by Sub-Divisional Magistrate (East) exercising powers of Estate Officer, U.T. Chandigarh, it is proved that the tenants / occupiers of Plot No.226, Industrial Area, Phase-1, Chandigarh challenged the correctness of order dated 18.02.2010 in W.P. No.22319-2011 (O&M) which was disposed off vide order dated 09.12.2015 in the following terms :-

1. Order dated 18.02.2010, passed by the Assistant Estate Officer, Chandigarh, is set aside.
2. The matter shall be placed before the Estate Officer/Assistant Estate Officer, Chandigarh, exercising power with respect to premises, in dispute, who shall within a week of receipt of a certified copy of this order, examine the violations pointed out by the Plan Approval Committee (Lower) and if deemed appropriate, issue a notice under Section 15 of the Act and under Rule 10 of the Rules to the allottees/lessees/occupiers, who shall file their response within ten days of receipt of the notice, if any. The Estate Officer/Assistant Estate Officer, Chandigarh, shall determine/decide the controversy, within fifteen days of receipt of the reply, if any, after affording an opportunity of hearing of all parties concerned and taking into consideration all relevant statutory provisions, legal rights and arguments etc.
3. The entire matter be concluded within two months of the issuance of the notice.

29. After receipt of above order of Hon'ble High Court, show-cause notice for dated 03.03.2016 was issued to the occupiers of Plot No.226, Industrial Area, Phase-1, Chandigarh. The inspection report was obtained and the following direction was issued :-

"The SDO (B) is directed again to go to the said site in question on 19.10.2016 and seal the sanctionable violations and demolish the non-sanctionable violations as mentioned in PAC (Lower) Report."

After the exercise, SDO(B) will submit the written report on 20.10.2016 regarding the violations which are sealed and the violations which are demolished as per the report of PAC (Lower).

Above orders shall be complied by SDO (B) and concerned officers, failing which strict disciplinary action will be initiated against the erring officer."

30. In view of above order Exhibit 'MW2/3, it is made out that the premises where the management was running its business was sealed on 19.10.2016 as a result of which the business of Associated Printers-management was shut down. Since business of the management was shut down on 19.10.2016 due to sealing of its premises, thus, it is not believable that workman remained in employment of the management up to December, 2016. Workman failed to explain where he worked during the period 19.10.2016 to December, 2016 when the premises of the management was lying sealed. On the other hand, sealing of the premises of Associated Printers would prove that it resulted into automatic termination of the services of the workman on account of circumstances beyond its control. To the facts and circumstances of the case, the judgment referred by Learned Representative for the management reported in (2007) 7 SCC 366 (*supra*) is applicable to the facts of present case to an extent. The relevant para 10 to 17 are reproduced as below :-

"10. Section 25-FFF deals with compensation to workmen in case of closing down of undertakings. The relevant part of Sub-section (1) of Section 25-FFF (omitting the proviso) reads as under:

"25FFF. Compensation to workmen in case of closing down of undertakings.- (1) Where an undertaking is closed down for any reason whatsoever, every workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of Section 25-F, as if the workman had been retrenched:

Provided"

Therefore, the legislature has treated closing down of undertakings which automatically result in termination of services of all workmen working therein differently from a retrenchment simpliciter as defined in Section 25F of the Act.

11. In Workmen v. Indian Leaf Tobacco Development Co. Ltd. It was held as under (AIR p.860)

"No Industrial Tribunal, even in a reference under Section 10(1)(d) can interfere with discretion exercised by a company in the matter of closing down some of its branches or depots. Even if such closure may not amount to closure of business of the Company, the Tribunal has no power to issue orders directing a Company to reopen a closed depot or branch, if the Company, in fact, closes it down and that closure is genuine and real. The closure may be treated as stoppage of part of the activity or business of the Company. Such stoppage of part of a business is an act of management which is entirely in the discretion of the Company carrying on the business."

12. In Hindustan Steel Ltd. v. Workmen it was held by this Court as under in para 10 of the Reports: (SCC p.750)

"10. The word undertaking as used in Section 25-FFF seems to us to have been used in its ordinary sense connoting thereby any work, enterprise, project or business undertaking. It is not intended to cover the entire industry or business of the employer as was suggested on behalf of the respondents. Even closure or stoppage of a part of the business or activities of the employer would seem in law to be covered by this sub-section. The question has indeed to be decided on the facts of each case."

13. In *Workmen v. Straw Board Mfg. Co. Ltd.*, this Court laid down the test of closure of a unit by observing that the most important aspect in a case relating to closure is whether one unit has such componental relation that the closing of one must lead to the closing of the other or the one cannot reasonably exist without the other. Functional integrity will assume an added significance in the case of closure.

14. It appears that after the aforesaid decisions of the Supreme Court, the legislature by an amendment made in the year 1982 to the Industrial Disputes Act defined the word "closure" by adding Section 2(cc). Section 2(cc) of the Act reads as under:

"2(cc). 'closure' means the permanent closing down of a place of employment or part thereof;"

15. It is, therefore, clear that in order to attract Section 25-FFF it is not necessary that the entire establishment of an employer should be closed. If a unit or part of an undertaking which has no functional integrity with other units is closed, it will amount to closure within the meaning of Section 25-FFF of the Act. In *J.K. Synthetics v. Rajasthan Trade Union Kendra*, it has been observed that the closure need not be of the entire plant. A closure can also be of a part of the plant. In *Maruti Udyog Ltd. v. Ram Lal*, it was held as under in para 21 of the report : (SCC p. 647)

"21. How far and to what extent the provisions of Section 25-F of the 1947 Act would apply in case of transfer of undertaking or closure thereof is the question involved in this appeal. A plain reading of the provisions contained in Section 25FF and Section 25-FFF of the 1947 Act leaves no manner of doubt that Section 25-F thereof is to apply only for the purpose of computation of compensation and for no other. The expression "as if" used in Section 25FF and Section 25-FFF of the 1947 Act is of great significance. The said term merely envisages computation of compensation in terms of Section 25-F of the 1947 Act and not the other consequences flowing therefrom. Both Section 25FF and Section 25-FFF provide for payment of compensation only, in case of transfer or closure of the undertaking. Once a valid transfer or a valid closure comes into effect, the relationship of employer and employee does not survive and ceases to exist. Compensation is required to be paid to the workman as a consequence thereof and for no other purpose."

16. The position in law is, therefore, well settled that if the entire establishment of the employer is not closed down but only a unit or undertaking is closed down which has no functional integrity with other units or undertaking, the provisions of Section 25-FFF of the Act will get attracted and the workmen are only entitled to compensation as provided in Section 25-FFF of the Act which has to be calculated in accordance with Section 25-F of the Act. The Tribunal and also the High Court clearly erred in holding that as other units of the appellant Red Cross

Society like Drug De-Addiction-cum-Rehabilitation Centre, Family Planning Centre and Viklang Kendra were functioning, the termination of services of the respondent would amount to retrenchment. The Maternity Hospital was functioning as a distinct entity. It was not receiving any grant from the Government and was being run entirely on charitable basis from donations received from public. Due to financial stringency, the Maternity Hospital had to be closed down. The other three units, viz., Drug De-Addiction- cum-Rehabilitation Centre, Family Planning Centre and Viklang Kendra are receiving grants from government and are functioning as separate entities and the mere fact that they have not been closed down, cannot lead to the inference that the termination of services of the respondent was by way of retrenchment which was illegal on account of non-compliance of the provisions of Section 25-F of the Act.

17. In view of the findings recorded above, the respondent would be entitled to compensation only in accordance with Section 25-FFF of the Act and the award of reinstatement in service with back wages passed by the Tribunal which was affirmed by the High Court cannot be sustained and must be set aside."

31. Learned Representative for the workman argued that adverse inference shall be drawn against the management for non-production of the documents as sought by the workman vide its application dated 25.03.2022. To my opinion, the above argument advanced by Learned Representative for the workman is devoid of merits because the application dated 25.03.2022 filed by the workman seeking to summon the record from the possession of management was disposed off vide detailed order dated 21.04.2023. The relevant para 6 of order dated 21.04.2023 passed by this Court is as below;

"6. The applicant-workman seeks to summon from the respondent-management the record i.e. (i) the prescribed recruitment / appointment process workman affiliation bye-laws amended up-to-date; (ii) the complete attendance register with incoming and outgoing entry of workman; (iii) the record of payment of monthly wages with working days; (iv) the personal file of the workman; (v) the ESI and PF records and (vi) record of CCTV footage from the year 2012 to March 2018. The respondent-management has not denied the fact that the record sought to be summoned by the applicant-workman was in possession of the management but has taken the plea that the premises of the management was sealed by the Estate Office on 09.10.2016 and de-sealed on 04.10.2018 and during the intervening period due to rain and termite the entire employment record has been destroyed. With the aforesaid plea the respondent-management has show its inability to produce the record in question. Under the circumstances, the applicant-workman is at liberty to prove the said record by leading secondary evidence under Section 65 of The Indian Evidence Act, subject to just and legal exceptions."

32. The workman has not made any effort to prove the said record by leading secondary evidence under Section 65 of the Indian Evidence Act.

33. In view of the judgment (2007) 7 SCC 366 (*supra*), the present case falls within the ambit of proviso to Section 25-FFF of the ID Act. On account of closure of the business of the management w.e.f. 19.10.2016 on account of unavoidable circumstances beyond the control of the employer-Associated Printers, the relationship of employer & employee between the management and workman ceased to exist and subsequent de-sealing of the premises on 04.10.2018 after period of about 2 years does not entitle the workman for seeking reinstatement.

34. Consequently, workman held entitled to compensation assessed under proviso to Section 25-FFF of the I. D. Act i.e. ` 15,000/- (one month salary) x 3 = ` 45,000/-.

35. Accordingly, issue No.1 is partly decided in favour of the workman and against the management. Issue No.2 is decided against the management and in favour of the workman.

Relief :

36. In the view of foregoing finding on the issues above, this industrial dispute is partly allowed. The workman is held entitled to compensation assessed under proviso to Section 25-FFF of the I. D. Act i.e. ` 15,000/- (one month salary) x 3 = ` 45,000/-. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this Award till the date of actual realisation. Appropriate Government be informed. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.) . . . ,

(JAGDEEP KAUR VIRK)

PRESIDING OFFICER,

Industrial Tribunal & Labour Court,

Union Territory, Chandigarh.

UID No. PB0152.

Dated : 14.02.2025.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Mamta W/o Vikas Jaiswal # 39, Kishangarh, Chandigarh, have changed my name to Mamta Jaiswal.
[567-1]

I, Vikas S/o Hanuman Jaiswal # 39, Kishangarh, Chandigarh, have changed the name of my minor daughter from Dibyanshi to Divyanshi Jaiswal.
[568-1]

I, Rinku Son of Uday Kant Mishra, R/o House No. 3551, Mauli Jagran Complex, Chandigarh, have changed my name from Rinku to Rinku Mishra.
[569-1]

I, Vasu Gupta S/o Mr. Paras Gupta R/o House No. 3482, Sector 37, Chandigarh, declare that I have changed my name from mast. Kaka to Vasu Gupta.
[570-1]

I, Prem S/o Bhim, R/o # 2805, Sector 38-C, Chandigarh, declare that I have changed the name of my minor son from Melan to Aarush.
[571-1]

I, Sadhana MP Singh W/o Madan Paul Singh House No. 104, Sector 35-A, Chandigarh, have changed my name from Sadhana MP Singh to Sadhana.
[572-1]

I, Pradip Kumar Rajak S/o Karmu Rajak R/o H. No. 1709-A, Small Flats Dhanas, Chandigarh, have changed my name from Pradeep to Pradip Kumar Rajak.
[573-1]

I, Ravinder Prasad Joshi, Son of Sh. Panni Ram R/o H. No. 1527, Burail, Chandigarh, have changed my name from Ravinder Prasad Joshi to Ravinder Prasad.
[574-1]

I, Sunita W/o Jaswinder Singh R/o House No. 265, Police Colony, Sector 26, Chandigarh, have changed my name from Sunita to Sunita Rani.
[575-1]

I, Vikas S/o Hanuman Jaiswal # 39, Kishangarh, Chandigarh, have changed my name to Vikas Jaiswal.
[576-1]

I, Vikas S/o Hanuman Jaiswal # 39, Kishangarh, Chandigarh, have changed the name of my minor daughter from Piryanshi to Piryanshi Jaiswal.
[577-1]

I, Deepak *alias* Deepak Roy *alias* Deepak Gaur S/o Sham Sunder Gaur # 1405, Sector 34-C, Chandigarh, hereby declare that in future I may be known as Deepak Roy Gaur instead of Deepak *alias* Deepak Roy *alias* Deepak Gaur.
[578-1]

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